

<p>STANTON GIRARD, LLC, Plaintiff,</p> <p>v.</p> <p>TOWNSHIP OF SOUTH BRUNSWICK, and the PLANNING BOARD OF THE TOWNSHIP OF SOUTH BRUNSWICK, Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY MIDDLESEX COUNTY – LAW DIVISION DOCKET NO. MID-L-004433-17</p>
<p>AMERICAN PROPERTIES AT SOUTH BRUNSWICK, LLC, Plaintiff,</p> <p>v.</p> <p>TOWNSHIP OF SOUTH BRUNSWICK, TOWNSHIP COUNCIL OF THE TOWNSHIP OF SOUTH BRUNSWICK, and the PLANNING BOARD OF THE TOWNSHIP OF SOUTH BRUNSWICK, Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY MIDDLESEX COUNTY – LAW DIVISION DOCKET NO. MID-L-004437-17</p>
<p>PPF INDUSTRIAL – ROUTE 130/EXIT 8A, L.L.C., a limited liability company organized under the laws of the State of Delaware, Plaintiff,</p> <p>v.</p> <p>TOWNSHIP OF SOUTH BRUNSWICK, TOWNSHIP COUNCIL OF THE TOWNSHIP OF SOUTH BRUNSWICK, and the PLANNING BOARD OF THE TOWNSHIP OF SOUTH BRUNSWICK, Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY MIDDLESEX COUNTY – LAW DIVISION DOCKET NO. MID-L-004094-17</p>
<p>K HOVNANIAN SHORE ACQUISITIONS, LLC, Plaintiff,</p> <p>v.</p> <p>TOWNSHIP OF SOUTH BRUNSWICK AND PLANNING BOARD OF THE TOWNSHIP OF SOUTH BRUNSWICK, Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY MIDDLESEX COUNTY – LAW DIVISION DOCKET NO. MID-L-001194-17</p> <p style="text-align: center;"><u>STIPULATION AND ORDER OF DISMISSAL</u></p>

Pursuant to applicable Rules Governing the Courts of the State of New Jersey, Plaintiffs Richardson Fresh Ponds, LLC and Princeton Orchards Associates, LLC ("Plaintiffs") and Defendants Township of South Brunswick, Township Council of the Township of South Brunswick, and Planning Board of the Township of South Brunswick ("Defendants"), by and through their respective undersigned counsel, do hereby **STIPULATE** and **AGREE** the action docketed in the Superior Court of New Jersey, Law Division, Middlesex County as MID-L-004436-17 and part of the above-captioned consolidated actions be and is hereby dismissed with prejudice, with each party to bear its own costs.

VOGEL, CHAIT, COLLINS AND SCHNEIDER
Attorneys for South Brunswick Township
Planning Board

By: _____
THOMAS J. MOLICA, JR.

Dated: _____

TOWNSHIP OF SOUTH BRUNSWICK
Attorney for the Township of South Brunswick and
the Township Council of the Township of South
Brunswick

By: _____
DONALD J. SEARS

Dated: _____

FOX ROTHSCHILD, LLP
Attorneys for Richardson Fresh Ponds LLC and
Princeton Orchards Associates

By: _____
HENRY KENT-SMITH

Dated: _____

EXHIBIT D

PRINCETON ORCHARDS TREE REPLACEMENT WORKSHEET

Princeton Orchards and Stover Site

Obligation	1,571
Planting	<u>1,295</u>
Deficit	276

Deficit In-Lieu Calculation

First 50 trees @ \$181 each	\$ 9,050.00
Second 50 trees @ \$163 each	\$ 8,150.00
Next 100 @ \$145 each	\$14,500.00
Last 76 @ \$128 each	<u>\$ 9,728.00</u>
	\$41,428.00



DEVELOPMENT PROGRAM

Residential A:

2-Bedroom Units 74 du

Additional Units in Existing Princeton Orchards Apartments:

2-Bedroom Units 10 du

Residential B:

1-Bedroom Units 40 du

2-Bedroom Units 28 du

3-Bedroom Units 12 du

TOTAL 184 du

Number of parking spaces provided to meet or exceed minimum required pursuant to R255

COMMERCIAL AREA 9 ac

REVISED CONCEPT SKETCH PLAN

PRINCETON ORCHARDS

Block 31- Existing Lots 30.013, 35.091, 35.712 & 35.811 • South Brunswick Township, New Jersey
February 2, 2018 • Project Number: 0313018.00

31. THIRD ROUND: WILSON FARM



Resolution

Authorizing a Memorandum of Understanding with Eastern Properties, Inc., for an Affordable Housing Development Project

WHEREAS, N.J.A.C. 5:93-5.1, et seq., permits a municipality to provide very-low, low and moderate-income housing through municipally-sponsored construction; and

WHEREAS, Eastern Properties, Inc., (Eastern) is an experienced developer of affordable housing that currently builds, owns, operates and/or maintains numerous existing housing developments and long term care nursing facilities throughout the State of New Jersey; and

WHEREAS, the Township and Eastern wish to enter into a Memorandum of Understanding in contemplation of a full Redevelopment Agreement for Eastern to develop, construct, own, administer and manage a development consisting of a long-term nursing care facility and a minimum of 156 units of senior rental housing wherein 100% of the senior rental units shall be set aside for affordable housing in satisfaction of a portion of the Township's obligation to provide very-low, low and moderate-income housing;

NOW, THEREFORE, BE IT RESOLVED, on this 12th day of March, 2019, by the Township Council of the Township of South Brunswick, County of Middlesex, State of New Jersey, that:

1. The Mayor and Township Clerk shall be and are hereby authorized to execute a Memorandum of Understanding in contemplation of a full Redevelopment Agreement between Eastern Properties, Inc., and the Township of South Brunswick for Eastern to develop, construct, own, administer and manage a long-term nursing care facility and a minimum of 156 units of senior rental housing wherein 100% of the senior rental units shall be set aside for affordable housing in satisfaction of a portion of the Township's obligation to provide very-low, low and moderate-income housing.
2. A copy of the agreement shall remain on file with the Township Clerk.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joseph Camarota, Deputy Mayor
SECONDER:	Ken Bierman, Councilman
AYES:	Bierman, Camarota, Grover, Hochman, Carley

This is to certify that the foregoing is a true copy of a resolution adopted at the South Brunswick Township Council meeting held on March 12, 2019.


Barbara Nyitrai, Township Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN EASTERN PROPERTIES AND
THE TOWNSHIP OF SOUTH BRUNSWICK FOR DEVELOPMENT AND
MANAGEMENT OF AN AFFORDABLE HOUSING PROJECT**

This Memorandum of Understanding ("MOU") made this 13 day of March, 2019, is between Eastern Properties, Inc., a Corporation of the State of New Jersey, having its principal office at 4A Cedar Brook Drive, Cranbury, NJ 08512, or its assigns (hereinafter designated as the "Developer") and the Township of South Brunswick, a Municipal Corporation of the State of New Jersey, having its principal office at 540 Ridge Road, Monmouth Junction, NJ 08852, (hereinafter designated as the "Township").

WHEREAS, the Township is the owner of certain property located at 3614-3618 Route 27, Kendall Park, NJ 08824, designated as Block 96.24, Lots 24.023, 24.024 and 24.025 (f.k.a. Lot 24.022 or 24.22) containing approximately 17.74± acres of vacant land intended for the development of affordable housing (hereinafter "Property"); and

WHEREAS, the area was declared as an Area in Need of Rehabilitation on October 14, 2014, which was formally recognized by the Commissioner of the New Jersey Department of Community Affairs on November 5, 2014; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7 of the Local Redevelopment and Housing Law ("LRHL"), a Redevelopment Plan dated April 23, 2015, was adopted by the South Brunswick Planning Board and eventually enacted by the Township Council of the Township of South Brunswick on May 12, 2015; and

WHEREAS, although the Township entered into a Redevelopment Agreement ("Redevelopment Agreement I") with a redeveloper to redevelop the Property for affordable housing, the redeveloper has been unable to perfect the project, and the Township wishes to enter into a replacement agreement with a new redeveloper for development of the Property; and

WHEREAS, the Developer would agree to act as the redeveloper of the Property if certain arrangements and conditions were satisfied; and

WHEREAS, the Township would be willing to enter into a redevelopment agreement with the Developer (the "Redevelopment Agreement II") and designate the Developer as the redeveloper of the Property if other conditions were met; and

WHEREAS, the Township would be willing, upon execution of a mutually acceptable Redevelopment Agreement II, to simultaneously terminate Redevelopment Agreement I; and

WHEREAS, the parties are in the process of investigating certain aspects of a proposed redevelopment of the Property, and have preliminarily agreed to certain terms and conditions that would be applicable to the Redevelopment Agreement II that the parties may enter into for redevelopment of the Property; and

WHEREAS, the parties wish to memorialize the understanding reached between them for development of the Property:

NOW THEREFORE in consideration of the mutual promises and covenants contained herein, the parties hereby agree to the terms and conditions set forth in this Memorandum of Understanding as follows:

1. The Township and Developer agree to use their best efforts to enter into a mutually acceptable Redevelopment Agreement for redevelopment of the Property for senior affordable housing and a long-term care nursing facility, as generally set forth herein, to be further detailed in the Redevelopment Agreement II, no later than April 30, 2019.
2. The Developer agrees that, if the Redevelopment Agreement II is executed, it agrees to:
 - a. Develop, construct, own, administer and manage a minimum of 156 units of affordable housing, in satisfaction of a portion of the Township's obligation to provide very low-, low- and moderate-income housing, as well as to develop, construct, own, administer and manage a long-term care market rate nursing facility of approximately 150-180 beds (hereinafter designated as the "Project");
 - b. Provide and affirmatively market at least 80% of the housing units for occupancy by at least one person 55 years or older. The Property will be clearly intended for older persons as evidenced by policies and procedures that demonstrate an intent that the Property will be housing for older persons (55+). No more than 20% of the housing units will be set aside and affirmatively marketed to persons younger than 55 years of age. In no case shall children less than 19 years old be permitted to live in the units.
 - c. Provide that at least 13% of the units developed in the Project shall be reserved as very low income units (defined as units available for households at or below 30% of the median income for Region 3) and at least 37% of the units developed in the Project shall be reserved as low-income units (defined as units available for households at or below 50% of the median income for Region 3). The remaining balance of units may be moderate-income units (defined as units available for households at or below 80% of the median income for Region 3), with moderate income rents set no higher than 60% of median income as per N.J.A.C. 5:80-26.3 (d), et seq. The moderate income units may include a one (1) bedroom with den/study unit.
3. Developer shall apply for, reasonably prosecute, and obtain all unappealable land development approvals, including but not limited to site plan, subdivision, lot consolidation, variances, deviations from Redevelopment Plan standards and, design, and submission waivers (the "Land Development Approvals") in the discretion of Developer for the Project from the South Brunswick Planning Board within twelve (12) months from the date of full execution of the Redevelopment Agreement II. The Developer's time to obtain the Land Development Approvals shall be extended for a period of three (3) months if Developer is proceeding with due

diligence to obtain the Land Development Approvals. Developer shall also be entitled to an automatic extension of the time to obtain the Land Development Approvals if the South Brunswick Planning Board has voted to grant Land Development Approvals to Developer and either the Board's memorializing Resolution of Approval has not yet been adopted and/or the statutory forty-five (45) day appeal period has not yet expired. The time of this automatic extension shall be the number of days necessary for the South Brunswick Planning Board to adopt a memorializing Resolution and for the statutory appeal period to expire. In addition, in the event Developer obtains the Land Development Approvals from the South Brunswick Planning Board and an appeal of said approvals is filed with the Superior Court of New Jersey, then the Developer's time to obtain the Land Development Approvals shall be tolled.

4. Developer represents that it has the financial ability necessary for completion of the Project. If the funding is not secured and in place for the Project within two (2) years of the date of execution of the Redevelopment Agreement II, the parties shall be permitted to terminate the Redevelopment Agreement II upon written notice.

5. Developer agrees that it will comply in all respects with the requirements promulgated by the State of New Jersey Council on Affordable Housing or its successor agency (hereafter "COAH") or the Superior Court of New Jersey if jurisdiction of affordable housing matters remains vested with the Superior Court, for the development, construction, administration and management of affordable housing units, including but not limited to, full compliance with N.J.A.C. 5:93-1, et seq., the requirements set forth in the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1, et seq.) with the one statutory exception regarding very-low income housing units noted above as well as all successor rules and regulations promulgated by COAH, the State of New Jersey, or the Superior Court of New Jersey, that affect the Project, so as to permit the Township to partially satisfy its municipal-wide affordable housing obligations pursuant to the applicable requirements. In the event the Superior Court of New Jersey, which currently maintains jurisdiction over the Township's affordable housing obligations, fails to approve the Township's affordable housing plan, Township will nevertheless continue to include the Property as one of the inclusionary developments in any amended affordable housing plan submitted to the Superior Court. Township acknowledges that up to twenty-five (25%) percent of the affordable housing units may be one (1) bedroom units with a den/study room.

6. In consideration of the Developer's services described herein, the Township would agree to the following:

- a. Sell approximately 5± acres of the Property at its current fair market value to Developer or its designee for use in construction of a long-term care nursing facility. Conveyance of the approximate 5± acres of the Property is contingent upon Developer receiving all necessary financing and the Land Development Approvals for the Project, and the 5± acre portion of the Property shall not be conveyed until Developer is ready to close on all financing and has agreed that within sixty (60) days of closing it will commence construction on the Project, weather permitting.

- b. Convey the balance of the Property to Developer or its designee for nominal consideration of Ten (\$10.00) Dollars through a Bargain and Sale Deed, with covenants against Grantor's Acts which shall include a requirement that:
 - i. The balance of the Property be restricted for use as affordable housing for a minimum period of thirty (30) years from the issuance of a Certificate of Occupancy. The Township shall have the right to require extension of controls on the Project for additional thirty (30) year periods of control;
 - ii. Developer agrees that the Deed conveying title to the affordable housing portion of the Property to it shall contain the reverter provisions of N.J.S.A. 40A:12-21.1. The Township's rights under the reverter provision shall be subject and subordinate to any mortgages given by Developer and recorded against the Property to finance the construction of the affordable housing portion of the Project and the regulatory encumbrances filed against the Property in connection with such mortgages;
 - iii. Conveyance of the Property is contingent upon Developer receiving all necessary financing and Land Development Approvals for the Project, and the Property shall not be conveyed until Developer is ready to close on all financing and has agreed that within sixty (60) days of closing it will commence construction on the Project, weather permitting
 - iv. Township shall contribute toward construction of the affordable housing units the sum of \$17,500 per unit. Said payment shall be due within fifteen (15) business days of the date Developer advises Township the roof of each building has been constructed.
- c. Enter into a separate agreement with Developer pursuant to the Long-Term Tax-Exemption Law (N.J.S.A. 40A:20-4, et seq.) to permit a Payment in Lieu of Taxes (PILOT) agreement based on five (5%) percent of the annual gross revenue that will make the Affordable Housing portion of the Project economically viable.

7. In the event the parties enter into the Redevelopment Agreement II, it is understood that the existing Wilson Farm Redevelopment Plan must be amended in accordance with the requirements of all applicable laws. In this regard, the Township agrees to use its best efforts to diligently pursue such an amendment. Such Amendment shall include, but not be limited to, permitted uses of (i) the long-term nursing facility and all uses ancillary thereto, and (ii) medical services and all uses ancillary thereto, and a parking standard of 1.0 parking spaces per affordable housing unit. Developer shall be permitted to land bank up to fifty (50%) percent of the total required number of parking spaces and these banked spaces will only be constructed if the Township's designated traffic engineer reasonably determines that some or all of the banked parking spaces need to be constructed in order to provide adequate parking for the Affordable Housing units.

8. The Township shall charge Developer fifty (50%) percent of the customary water and sewer connection fees for the affordable units in compliance with the intent of South Brunswick Ordinance #2019-4. Developer and Township acknowledge that Developer will be obligated to construct approximately 770 linear feet of sanitary sewer pipe offsite as part of the Project. Township will consider Developer's request for a credit up to one hundred (100%) percent of the cost to lay the aforesaid sewer pipe as a credit against the fifty (50%) percent of the customary water and sewer connection fees.
10. Each party shall be permitted to terminate this Memorandum of Understanding at any time after April 30, 2019 upon written notice served upon the other party, by certified mail, return receipt requested, at the addresses set forth above, with copies to the Township Director of Law and James F. Clarkin III, Esq., Counsel for the Developer.
11. During the period between execution of this Memorandum of Understanding and execution of the Redevelopment Agreement II, each party shall be responsible for its own costs and expenses, including all engineering, legal and professional fees.
12. This Memorandum of Understanding shall be assignable by Developer to an entity or urban renewal entity controlled by Developer and/or Joseph and/or Zev Stern and their families, subject to prior approval by the Township, which approval shall not be unreasonably withheld, delayed or conditioned.
13. All notices required or permitted to be given under this Agreement shall be in writing and shall be served personally or sent by United States Registered or certified mail, postage prepaid, return receipt requested to the parties at their respective addresses recited above. Said notices shall be effective upon the mailing of same to the party to whom said notices are addressed.
14. This Memorandum of Understanding constitutes and expresses the entire agreement between the Parties in reference to any of the matters or things as herein provided or described and any other promises, representations or circumstances relating thereto are herein merged.
15. This Memorandum of Understanding shall be construed and enforced in accordance with the Laws of the State of New Jersey, without regard to the conflicts of laws or choice of law provisions thereof.
16. This Memorandum of Understanding may not be changed or terminated orally, and any amendments shall be in writing and shall be signed by the Parties or their legal representatives.
17. This Memorandum of Understanding was jointly drafted between the parties and will not be interpreted that one party drafted this Agreement.

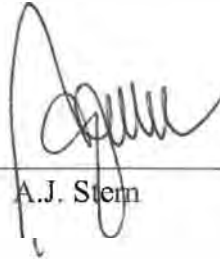
WHEREFORE, the parties have voluntarily executed this Memorandum of Understanding on the date indicated above, having first been duly authorized to do so by proper resolution.

EASTERN PROPERTIES

Witness:



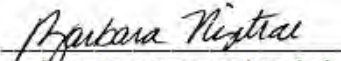
By:



A.J. Stern

TOWNSHIP OF SOUTH BRUNSWICK

Attest:


Barbara Nyitrai, Township Clerk

By:



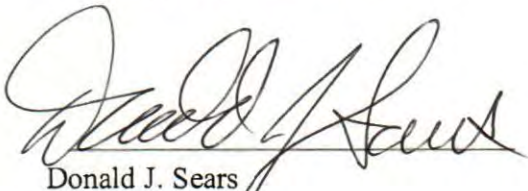
Charles Carley, Mayor

STATE OF NEW JERSEY:
SS
COUNTY OF MIDDLESEX:

I CERTIFY that on March 13, 2019, BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Charles Carley, who is the Mayor of the Township of South Brunswick;
- (c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me
On March 13, 2019



Donald J. Sears
An Attorney at Law
In the State of New Jersey


Barbara Nyitrai, Township Clerk

STATE OF NEW JERSEY:

SS

COUNTY OF MIDDLESEX:

I CERTIFY that on Mar 13, 2019, A.J. Stern personally came before me A.J. Stern and he acknowledged under oath, to my satisfaction, that:

- (a) he/she is the principal of Eastern Properties, Inc., the corporation named in this document;
- (b) this document was signed and delivered by Eastern Properties, as its voluntary act;
- (c) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On Mar 13, 2019



A.J. Stern

LORRAINE R. STIMOLO
NOTARY PUBLIC OF NEW JERSEY
I.D. NO. 2210639
My Commission Exp. March 9, 2023



32. THIRD ROUND: HARBOR RETIREMENT DEVELOPMENT

MEMORANDUM

TO: Professional Staff
FROM: Tammy Scimone, Board Secretary
DATE: April 17, 2018
RE: Distribution of Resolution – **ADOPTED March 22, 2018**

Attached herewith, please find the executed Resolution approving the following.

File # 17-040

Applicant: Harbor Retirement Development, LLC

Block: 98 Lot: 3.06

Address: 4331 US Route #1

Application for a preliminary and final site plan approval to develop property with a 113,451 square foot assisted living and memory care facility on a 25.95 acre lot in the OR and R-1 zone on property located at 4331 US Route #1.

c: Applicant/Owner
 Board Attorney
 Assessor
 Health Dept.
 Public Works Director
 Sewer Supervisor
 Water Supervisor
 Yearly Resolution file
 Jim Lentino, MCPB
 Subject file – 2 copies

RESOLUTION

SOUTH BRUNSWICK BOARD OF ADJUSTMENT

WHEREAS, Harbor Retirement Development, LLC, (the "Applicant") has made application to South Brunswick Township Board of Adjustment, File No. 17-040, for preliminary and final site plan and bulk variance approval in order to develop the subject property with a 113,451 square foot assisted living and memory care facility on a 25.95 acre lot in the OR and the R-1 residential zones on the property located at 4331 U.S. Route 1 Southbound, on the Tax Map of South Brunswick as Block 98 Lot 3.06.

WHEREAS, a public hearing was held in this matter on December 7, 2017.

WHEREAS, the subject property is located in the OR and the R-1 residential zones and assisted living and memory care facilities are not permitted uses in the zones.

WHEREAS, the Applicant has submitted the following documents in support of the application:

1. **Preliminary and Final Site Plan:** prepared by Kimley Horn, consisting of thirty-one (31) sheets, dated August 18, 2017;
2. **Stormwater Management Report:** dated August 14, 2017, *ibid*;
3. **Environmental Impact Statement:** dated August 2017, *ibid*;
4. **Sanitary Sewer System Design Calculations:** dated August 14, 2017, *ibid*;
5. **Water Demand Report:** dated August 18, 2017, *ibid*;
6. **Traffic Generation Comparison:** dated January 26, 2017, *ibid*;
7. **Geotechnical Engineering Report:** dated August 2017, prepared by Geo-Technology Associates, Inc.;

8. **Floor Plans Elevations:** dated August 17, 2017, consisting of nine (9) sheets, prepared by Plunkett Raysich Architects, LLP;
9. **ALTA/NSPS Land Title Survey:** dated October 10, 2016, consisting of five (5) sheets, prepared by Blue Marsh Associates, Inc.;
10. **Rendering of Perspective:** dated December 7, 2017; and marked into evidence at the December 7, 2017 hearing as exhibit "A-1."
11. **Rendering of Harbor Chase sign:** dated December 7, 2017, and marked into evidence at the December 7, 2017 hearing as exhibit "A-2."
12. **Alternate Rendering of Harbor Chase sign:** dated December 7, 2017, and marked into evidence at the December 7, 2017 hearing as exhibit "A-3."
13. **Aerial Exhibit depicting the existing condition:** dated December 7, 2017, and marked into evidence at the December 7, 2017 hearing as exhibit "A-4."
14. **Colorized Rendering:** dated December 7, 2017, and marked into evidence at the December 7, 2017 hearing as exhibit "A-5."
15. **Rendering of the site plane:** dated December 7, 2017, and marked into evidence at the December 7, 2017 hearing as exhibit "A-6."
16. **Blow up of the rear parking lot pedestrian Walkway:** dated December 7, 2017, and marked into evidence at the December 7, 2017 hearing as exhibit "A-7."
17. **Colorized Landscape Rendering:** dated December 7, 2017, and marked into evidence at the December 7, 2017 hearing as exhibit "A-8."

In addition, the Board heard testimony of Bignell Planning Consultants, Todd Blecher, and received his report dated November 21, 2017; and, heard the testimony of the Board's engineer,

Frank Antisell, of Accurate Engineering, P.C.; and received his report dated November 22, 2017; and, received the reports of Bryan Bidlack, P.P. dated November 30, 2017.

WHEREAS, a public hearing was held on said application by the Board of Adjustment on December 7, 2017; and the public was given the opportunity to be heard; and

WHEREAS, the Applicant presented the following witnesses in support of the application:

1. Richard Baumer, the Applicant's representative; and
2. Tony Diggan, licensed professional engineer;
3. Adam Gibson, licensed professional traffic engineer.

WHEREAS, after considering the evidence presented in support of the application, and taking note of public comment, and considering the reports and comments from the Board's professionals, the South Brunswick Board of Adjustment makes the following findings of fact:

1. The Applicant is the proposed contract purchaser of the site. The Applicant proposes to utilize the site for an adult assisted living and memory care facility.
2. The subject property is an irregular tract consisting of 25.95 acres. The property is located on the southbound side of Route 1 between Ridge Road and Raymond Road. It is situated across from the 'Dow Jones' office complex.
3. The site abuts the former Boy Scouts of America office building to the north. The entire site is heavily wooded and is located in both the OR office research and the R-1 residential zones.
4. The Applicant proposes to construct and operate an adult assisted living and memory care facility at the site. The Applicant is proposing to construct one (1) 113,451 sq.

ft., three-story building which will be oriented towards the Route 1 frontage of the site. The proposed building will have separate wings for assisted senior living and memory care patients. The building will contain 120 rooms and house 150 to 160 patient/resident beds. The Applicant received use variance approval by the Township of South Brunswick Zoning Board of Adjustments File No. 17-005 to utilize the site as an assisted living and memory care facility on June 8, 2017 wherein the Resolution of Approval was adopted by the Township of South Brunswick Zoning Board of Adjustment on August 17, 2017.

5. The Applicant is seeking site plan approval to operate an assisted living and memory care facility at the site. The Applicant is proposing to construct a single building which will be oriented towards the Route 1 frontage of the site. The building will be approximately 113,000 sq. ft. It will be a three (3) story building. The building will have separate wings for senior living and memory care residents.
6. The Applicant is proposing a rear parking lot containing seventy-seven (77) parking spaces. The Applicant is also proposing thirty (30) parking spaces in the front parking area. The Applicant will provide a total of one hundred seven (107) parking spaces on the site.
7. Stormwater management basins are proposed in the front and rear areas of the building.
8. All proposed development will occur in the OR office research portion of the site. Delineated wetlands are present on the rear and west portion on the lot. The Applicant is not proposing to develop the wetland area. The west driveway does

encroach into the wetland buffer area. The site plan also indicates a walking path in the rear of the development.

9. The following bulk variances pursuant to N.J.S.A. 40:50D-70(c) from the requirements of the OR zone district, and design waivers are required:
 - a. Bulk variance is required for parking. The ordinance requires the following:
Medical Center = 120,000 sq. ft. x 1 space/250 sq. ft. plus 1 per employee on peak shift; Medical Center = 480 plus 20 = 500 total required parking spaces.
The total proposed parking spaces are 107 parking spaces. The Applicant agreed, as a condition of approval, to provide a minimum of 107 parking spaces.
 - b. Ordinance 62-1846 states that in any zoning district other than residential, C-1, and C-4, land within 100 ft. of the boundary of a residential or mixed-use district shall be known as a buffer area. The Applicant agreed to comply with the bulk requirement in accordance with the recommendations of the Board's engineer.
 - c. Ordinance Section 62-1794 requires screening of loading area from a public street. If a loading area is required, the Applicant should provide the screening required by the ordinance.
 - d. Township Ordinance requires sidewalks be provided along roadways. The Applicant is not proposing a sidewalk along U.S Route 1 South. The Applicant agreed, as a condition of approval, to provide a sidewalk along U.S. Route 1 South in accordance with the recommendation of the Board's Engineer.

- e. Any parking area with 50 or more parking stalls shall include pedestrian walkways elevated at least six inches above the parking area to improve the visibility of pedestrians. The Applicant is requesting a waiver.
10. The Applicant is represented by Christopher Degrezio, Esq., whose office is located in Princeton, New Jersey.
11. The Applicant's attorney stated that the Applicant only requires a small area of the site to develop. He stated that approximately 16 acres of property, which is located in the rear residential zone, will be deed restricted and preserved. The Applicant's attorney stated there will be no development in that area. However, he did note that the Applicant may need to utilize the area for a utility connection.
12. The Applicant's Attorney stated this is an inclusionary development. He stated ten (10%) percent of the residents will be Medicaid eligible. He stated those beds will qualify as affordable housing units.
13. The Applicant's representative testified that Harbor Retirement Development, LLC, owns and operates twenty-five (25) similar centers/communities in other states. He testified that Harbor Retirement provides assisted living and memory care services to seniors.
14. The Applicant's representative testified that Harbor Retirement is a mission driven organization. He stated that Harbor Retirement is an operator in the assisted living and memory care industry by mission and developers by necessity. He stated that Harbor Retirement develops sites because there aren't sufficient available existing sites to purchase and refurbish.